

When recorded, return to:
Oakwood 900 Partners, LLC
1448 15th Street, Suite 100
Santa Monica, CA 90404

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS ("Supplemental Declaration") is executed as of this 5th day of November, 2012, by Oakwood 900 Partners, LLC ("Oakwood") and WEJ Property Group, LLC ("WEJ").

RECITALS

Oakwood 900 Partners, LLC as seller and WEJ Property Group, LLC as buyer entered into that certain Real Property Purchase Agreement ("Purchase Agreement") fully executed on or about May 31, 2012 for the Northwest Portion of Parcel #2217126007 (to be sub-parceled) containing approximately .38 Acres (16,505 square feet) and its existing 5,000 square foot building in the City of Murray, Salt Lake County, State of Utah hereafter referred to as the "Parcel". The Parcel is located within the Oakwood Village Shopping Center located at t 848 East Woodoak Lane in the City of Murray, County of Salt Lake, State of Utah (the "Shopping Center");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

TERMS OF DECLARATION

Section 1.1. All of the terms and provisions of the Declaration are hereby incorporated herein and made a part of this Supplemental Declaration as if more fully set forth at length herein and made a part of this Supplemental Declaration as if more fully set forth at length herein, regarding easements for ingress, egress, driveway use and parking. As between WEJ and Oakwood, to the extent this Supplemental Declaration is inconsistent with the Declaration, this Supplemental Declaration shall supersede any inconsistent term or provision of the Declaration. The terms and provisions of this Supplemental Declaration shall not encumber, bind or in any way affect the Non-Owned Parcels.

Section 1.2. Unless otherwise specifically provided in this Supplemental Declaration, all terms that are defined in the Declaration shall have the same respective meanings when used in this Supplemental Declaration as given to said defined terms in the Declaration.

ARTICLE 2

USE

Section 2.1. The Parcel may be used and occupied for retail office users and other uses specifically allowed under the Declaration and for no other use or purpose. The permitted use and occupancy of the Parcel is referred to herein as the "Use". Prior to entering into any agreement for use or occupancy of any Building on the Parcel, WEJ shall submit to Oakwood written notice of the proposed Use of such Building and Oakwood shall review such Use to confirm that such Use is permissible under the terms of the Declaration and this Supplemental Declaration. Oakwood shall have no obligation or

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Recorder, Salt Lake County, UT
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duty to consent to any initial Use, or to consent to a change in the Use which: (a) conflicts with an exclusive use or right granted to any tenant in the Shopping Center; (b) conflicts with the primary use of another tenant in the Shopping Center; (c) is prohibited under the Declaration or (d) is not a traditional retail use; or (e) or any other use which is deemed in Oakwood's reasonable discretion to be inconsistent with the character and operation of the Shopping Center.

No portion of portion of Parcel 4 shall be used as a supermarket (which shall be defined as any store or department containing at least 5,000 square feet of floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption), a bakery, a delicatessen, nor for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption. No portion of Parcels 1 and 2 shall be used as a supermarket (which shall be defined for the purposes of this sentence only as any store or department containing at least 8,000 square feet of floor area, including aisle space and storage primarily devoted to the retail sale of food for off-premises consumption). No part of the Shopping Center shall be used as a theater or bowling alley (except a theater or bowling alley shall be permitted in the area so designated on Exhibit A of the Declaration provided that the only entrances are on the north and/or east sides of the building and provided further that there shall be at least 2.5 parking spaces to the east, north and west of said building for each one thousand (1,000) square feet of floor space in said building), skating rink, bar or tavern, adult book store, gym, automotive repair facilities, dance halls, billiard or pool hall, game parlor, massage parlor, warehouse or car wash or for the purposes of renting, leasing or sale of any motor vehicle or trailer for industrial purposes. No part of the Shopping Center within 150 feet of the buildings on Parcel 3, 2 or 1 shall be used as a restaurant; medical, dental, professional or business offices; health spa or studio; training or educational facility; or entertainment facility. No bank or other facility featuring vehicular drive-up or drive through customer service shall be located in the Shopping Center unless Albertson's and Skaggs have first given their written consent, which shall not be unreasonably withheld, to the location, parking and drive lanes of such facility.

ARTICLE 3

BUILDING

Section 3.1. The Building shall be located as described on Exhibit A herein and shall not exceed 5,000 square feet in floor area, measured from the exterior of all exterior walls without deduction for pillars, utility closets, shafts, etc., and such design and construction shall be subject to all terms and conditions of the Declaration, the Purchase Agreement and this Supplemental Declaration. Any other building to be developed on the Parcel shall be subject to approval by Oakwood.

Section 3.2. All buildings and improvements constructed on the Parcel shall be designed consistent with the elevations approved by Oakwood and the City of Murray and at all times thereafter shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible with the buildings and improvements located in the Shopping Center. The design and construction of all the building and improvements on the Parcel shall be of first class quality and design. Except for accent architectural features and signage parapets approved by Oakwood and the City of

Murray, all buildings shall be single story. No building or improvement on the Parcel shall exceed twenty feet (20') in height.

ARTICLE 4

COMMON AREA MAINTENANCE AND REPAIR

Section 4.1. It is the expectation of Oakwood and WEJ that the Declaration shall be and remain in effect in perpetuity. For so long as the Shopping Center is subject to the terms and conditions of the Declaration: (a) Oakwood or its nominees, designees, successors in interest or permitted assigns of managerial responsibility under the Declaration (the "Manager") shall be responsible for the maintenance and repair of the Parcel together with the maintenance of all records with respect thereto; and (b) WEJ shall pay to the Manager its prorata share (as hereinafter defined) of all Common Area costs and charges allocable to the Parcel when due from and after the Effective Date. As used herein, "Parcel Common Area" shall mean the part of the Parcel designated by the Manager for the common use of all tenants and including, among other facilities, parking areas, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, hallways, utility closets, malls, restrooms, and other areas and improvements provided by the Manager for the common use of all tenants including the landscaped areas. The Parcel shall be subject to the Manager's sole management and control and shall be operated and maintained in such manner as the Manager, in the reasonable exercise of its discretion, shall determine.

Section 4.2. Commencing on the Effective Date, WEJ shall pay to the Manager, during each calendar year or portion thereof, "WEJ's Prorata Share" of the annual "Common Area Expense" (as such quoted terms are hereinafter defined) incurred by the Manager in maintaining the Parcels Common Area ("WEJ's Common Area Expense Contribution").

Section 4.3. The term "Common Area Expense" shall mean all amounts paid by the Manager to operate, maintain and repair the Parcel areas pursuant to Article 4.1 above, including, but not limited to, cleaning; snow removal and ice treatment, lighting (including lighting standards), repairing, repaving, resurfacing and restriping the parking area; repairing common utility lines; maintaining, replanting and replacing landscaping; maintaining and replacing irrigation systems, lines and timers; utility, water and sewerage charges; premiums for liability insurance; wages, salaries and worker's compensation (including employee benefits and unemployment and social security taxes and insurance) of staff performing services in connection therewith, personal property, sales and use taxes on material, equipment and supplies, and taxes on services. The foregoing includes the cost of any repairs or replacements of existing common area facilities which would be considered capital expenditures under generally accepted accounting principles and other similar direct costs chargeable to the operation and maintenance of the Common Area.

Section 4.4. Common Area Expense shall include a management fee for supervision, administration and/or overhead provided by the Manager or a related or unrelated entity or an independent management firm in an amount equal to fifteen percent (15%) of the Common Area Expense.

Section 4.5. For each successive calendar year, WEJ's Common Area expense Contribution shall be estimated by the Manager and paid by WEJ in equal monthly installments in advance. Such estimate shall be based on the costs incurred in the preceding calendar year (exclusive of extraordinary nonrecurring expenses), plus any reasonably anticipated costs increases, and WEJ shall, without demand, pay the Manger one-twelfth (1/12) of such amount in advance on the first day of each calendar month during such succeeding year. Within ninety (90) days after the end of each calendar year the Manager shall provide WEJ with a statement in detail of such actual expenses prepared in accordance with the "cash basis" method of accounting, certified by the Manager to be true and correct ("Reconciliation"). In the event that the WEJ's Prorata Share of the Common Area Expense for the prior year exceed WEJ's Common Area Expense Contribution for the prior year, WEJ shall pay to Manager the difference with in thirty (30) days of Manager's delivery of the Reconciliation to WEJ. Conversely, if WEJ's Prorate Share of the Common Area Expense for the prior year is less than WEJ's Common Area for the prior year, WEJ shall receive a credit from Manager equal to the difference. If appropriate, there shall be an adjustment of such expenses as between the Manager and WEJ within thirty (30) days thereafter. Notwithstanding the foregoing, WEJ shall pay to the Manager WEJ' Prorata Share of any extraordinary Common Area Expenses within thirty (30) days after WEJ's receipt of evidence from the Manager that such expense has been incurred. An extraordinary Common Area expense shall include, but not be limited to, any single Common Area Expense item where WEJ's Prorata Share exceeds Five Thousand Dollars (\$5,000).

Section 4.6. The Manager shall maintain accurate records of the Common Area Expense for a period of two (2) years after the end of each calendar year of the Lease. WEJ shall have the right, from time to time, but not more often than once in any calendar year and within two (2) years of the end of the applicable calendar year, to examine and make copies of the records pertaining to Common Area Expense. WEJ's right to examination shall be exercised during reasonable business hours at the Manager's principal office on at least ten (10) days' prior written notice to the Manager. If such examination shall disclose any overcharge or undercharge, the appropriate party shall promptly reimburse the party for any overpayment or underpayment of WEJ's Common Area Expense Contribution.

Section 4.7. WEJ shall, at its sole cost and expense, collect and dispose of all debris from customers of the Building which is in the Common Area at least once per day or more often as may be reasonably required by the Manager. Should WEJ fail to comply with the immediately preceding sentence, and after ten (10) days written notice to WEJ, the Manger may hire an individual to do so and WEJ shall reimburse the Manger the reasonable cost thereof upon demand.

Section 4.8. Should the occupancy of the Property by WEJ or any tenant or occupant of the building cause the cost for Common Area Maintenance to increase disproportional to the cost to maintain the Common Areas of the entire Shopping Center, WEJ shall pay to the Manager the incremental increase thereof.

Section 4.9. In the event WEJ sells all or a portion of the Parcel to another party or parties ("Future Buyer(s)"), Future Buyer(s) of the Parcel shall maintain the Building and any Common Area

located on the Parcel in good condition and repair (subject, however, to Section 4.1), and shall, commencing on the Effective Date, at its sole cost and expense, provide and cause to be maintained (i) comprehensive general public liability insurance in an amount not less than \$2,000,000 combined single limit for injury to or death of persons on, in or about the Shopping Center and loss of damage to property; and (ii) casualty insurance insuring the full value of all improvements on the Parcel against loss or damage by fire and other perils and events as may be insured against under the Broad Form of Uniform Extended Coverage Clause in effect from time to time in Utah with a deductible not greater than ten percent (10%) of replacement costs. Such insurance company shall be licensed to do business in the State of Utah that is approved by the Manager, the approval of which by the Manager shall not be unreasonably withheld. Insurance provided for herein shall be provided by an insurer with at least A+/XIV rating by Bests Insurance Guide. WEJ shall provided the Manager on the Effective Date and continuing annually thereafter, originals or true copies of certificates of insurance of the policies that DPLG is required to carry. The Manager shall be named as additional insured on any and all policies provided for herein.

ARTICLE 5

SIGNS

Section 5.1. The sign criteria shall govern the signage for the Parcel and any exterior signage shall be subject to the Manager's prior written consent.

ARTICLE 6

SITE PLAN

Section 6.1. WEJ recognizes that from time to time changes made by Oakwood to the layout of the Shopping Center may occur as a result of changes in tenant mix or relocation of buildings within the Shopping Center, and Oakwood may make any such change in its sole discretion and without WEJ's consent.

ARTICLE 7

COVENANTS RUN WITH THE LAND

Section 7.1. The covenants, conditions and restrictions including the repair and maintenance obligations set forth in this Supplemental Declaration shall constitute covenants running with the land and shall be binding upon each and every person that owns or acquires any interest in the Parcel (specifically including any future subdivision of the Parcel); however, such liability by any person shall cease as to any obligations accruing on or after the date such person ceases to own the Parcel in question.

ARTICLE 8

MISCELLANEOUS

Section 8.1. In the event an any time during the term of this Supplemental Declaration either party shall institute any action or proceeding against the other relating to the provisions of this Supplemental Declarations or any default thereunder, then, and in the event, the unsuccessful litigant in such action or proceeding agrees to reimburse the successful litigant therein for the reasonable expenses of attorney's fees and disbursements incurred therein by the successful litigant.

Section 8.2. As of the Effective Date, Oakwood assigns to WEJ, and WEJ expressly assumes and agrees to perform, on behalf of itself and its tenants, successors and assigns, for the benefit of Oakwood and all other Parties, all covenants and obligations set forth in the Declaration with respect to the Parcel, the improvements thereon, and the use and occupancy thereof, other than those of Manager with respect to any Common Area on the Parcel. WEJ shall indemnify, defend, protect and hold harmless Oakwood and its successors and assigns from and against any loss, cost, expense (including reasonable attorney's fees), liability, claim, judgment or damages resulting from any breach by WEJ of this Section 8.2.

Section 8.3. Any notice, demand, request, consent, approval, or other communication which either party is required or desires to give or make or communicate to the other party hereto shall be in writing and shall be given or made or communicated by United States registered or certified mail, postage prepaid, return receipt requested, or by overnight courier or delivery service, and addressed as follows:

To Oakwood

Attn: Allen J. Lynch, President
Oakwood 900 Partners, LLC
1448 15th Street, Suite 100
Santa Monica, CA 90404

To WEJ

4838 S. Brown Villa Cove
Taylorsville, UT 84123

These addresses are subject to the right of either party to designate a different address by notice similarly given. Any notice, demand, request, consent, approval, designation or other communication so sent shall be deemed to have been given, made or communicated, as the case may be, on the date the same was received by the party to whom such notice, demand, request, consent, approval or designation is directed.

Section 8.5. If any term, covenant, provision or condition of this Supplemental Declaration, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Supplemental Declaration shall not be affected thereby.

Section 8.6. This Supplemental Declaration may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

Section 8.7. There are no oral agreements between the parties affecting this Supplemental Declaration, and this Supplemental Declaration supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the subject matter hereof, except for the Declaration and the Grant Deed. In the event of a conflict between this Supplemental Declaration and the Grant Deed, this Supplemental Declaration shall control. Conflicts with the Declaration are addressed in Section 1.1 hereof.

Section 8.8. This Supplemental Declaration shall be binding on and shall inure to the benefit of the successors and assigns of the parties hereto.

Section 8.9. This Supplemental Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

Section 8.10. Notwithstanding anything to the contrary herein or in the Declaration, WEJ shall look solely to the equity of Oakwood in and to the Shopping Center in the event of breach or default by Oakwood hereunder, and WEJ agrees that the liability of Oakwood hereunder shall not exceed the value of such equity of Oakwood in the Shopping Center. Without limitation on the foregoing, no properties or assets of Oakwood other than the Shopping Center shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) arising out of, or in connection with, this Supplemental Declaration. No advisor, trustee, director, officer, partner, employee, beneficiary, shareholder, participant or agent of Oakwood shall be personally liable in any manner or to any extent under or in connection with this Supplemental Declaration. The limitations or liability provided herein are in addition to, and not in limitation of, any such limitation of liability provided by law or by any other contract, agreement or instrument.

This Supplemental Declaration has been executed by the parties as of the day and year first above written and shall be effective only on the date of its recordation (the "Effective Date") in the Official Records of Salt Lake County, Utah.

OAKWOOD 900 PARTNERS, LLC

By: Doerken Properties, Inc. Managing Member

Its: President

WEJ Property Group LLC

By: [Signature]
Its: Owner/Member

STATE OF UTAH
COUNTY OF SALT LAKE) SS

On the 5 day of NOVEMBER 10 2012

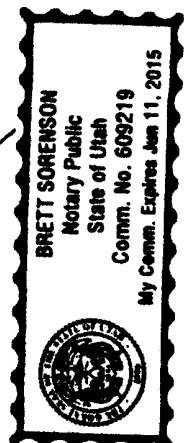
personally appeared before me
WARREN E JONES

the signer(s) of the foregoing instrument who duly
acknowledge to me that he/she executed the same.

Notary Public [Signature]

Residing at: SALT LAKE COUNTY

Commission expires: JUNE 11, 2015



ACKNOWLEDGMENT

State of California
County of Los Angeles)

On October 30, 2012 before me, Janet R. Delahoussaye, Notary Public
(insert name and title of the officer)

personally appeared Allen J. Lynch
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janet R. Delahoussaye (Seal)



All of PROPOSED Lot 2, **Oakwood 900 Subdivision**, according to the Official Plat thereof, recorded in the Office of the County Recorder of **Salt Lake** County, State of Utah.

More particularly described as follows:

Beginning at a point North 89°48'51" East 1187.43 feet along the North Section line of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian and North 0°04'30" West 112.78 feet from the Northwest Corner of said Section, point being on the Southerly right of way of Woodoak Lane, and running thence North 89°11'00" East 131.00 feet along said right of way; thence South 0°04'30" East 126.00 feet; thence South 89°11'00" West 131.00 feet; thence North 0°04'30" West 126.00 feet to the point of beginning.

The following is shown for informational purposes only: part of Tax Parcel No. 22-17-126-007
